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## BEVENTURESOME LTD BOOKING CONDITIONS

These Booking Conditions, together with our Loco Parentis Consent Form and with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with BeVenturesome Ltd, a company registered in England with company number 11578475 and registered office Alligin, Norrels Drive, East Horsley, KT245 DL (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions references to “you” and “your” include the school and all students, teachers who will attend the trip and other persons named in the booking on whose behalf a booking is made (and, where they are aged under 18 years, their parent or guardian) and any other person to whom a booking is added or transferred. By making a booking, the school agrees that it accepts financial responsibility for payment of the booking on behalf of each student, teacher who will attend the trip and other person named in the booking on whose behalf a booking is made. All communication with us will be through the school who will communicate on our behalf to students and parents, teachers who will attend the trip and other persons named in the booking on whose behalf a booking is made.

The school must ensure that these Booking Conditions are brought to the attention of each student, teacher who will attend the trip and other person named in the booking. By making a booking, the school agrees on behalf of all students, teachers who will attend the trip and other persons named in the booking on whose behalf a booking is made that they each:

- a. have read these Booking Conditions and have the authority to and do agree to be bound by them;
- b. consent to our use of personal data in accordance with our Privacy Policy and are authorised on their behalf to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- c. are resident in the United Kingdom and where under 18 years of age or placing an order for services with age restrictions declare that the parent or guardian has completed and signed a Loco Parentis Consent Form and they are of the appropriate age to purchase those services.

### 1. Booking & Paying For Your Trip

All quotes issued to a school will stipulate and minimum number of student places as well as one free teacher place for every 10 students places booked, unless otherwise agreed. When a booking is made, that booking is made based on that quote and the minimum number of student places. If there are fewer numbers of students booked on the trip, than we reserve the right to increase the price per student.

A booking is made when the school pays us the deposit and we issue you a booking confirmation that will confirm the details of the booking and will be our acceptance of your booking. This will be sent to the school and which may be in the form of an email. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

Deposits are used by us to enter into the contractual arrangements on your behalf and to cover payments for pre-booked services. Therefore, deposits made by you to us, are non-refundable.

The balance of the cost of your school trip (including any applicable surcharge) is due not less than 70 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

A binding contract will come into existence between you and us as deposit is received. Where your confirmed school trip includes a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong, you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

Once booking is made, we will send an email to the school of what we need and by what date, which needs to be followed. The school accepts full responsibility of collecting the full balance payable for the booking and indemnifies us against any loss from any student, teacher who will be attending the trip and any other person named on the booking failing to pay within your group. The school is also responsible for ensuring that each student (or parent) and other person named in the booking completes all passenger information required in good time including but not limited to, the following information:

- Passport details including date of birth, place of birth and passport number,
- The relevant and required visas for entry for all students
- Essential Travel documents at time of travel, including relevant COVID test, vaccination certificates as required.
- Medical information and where relevant, a medical certificate
- Dietary requirements relevant to allergies (rather than dietary preferences).
- Swimming ability.
- Head size, shoes size, weight, height for ski or bike equipment

The school should comply with the Teacher Responsibility Document, a copy which is available on request. We will also

### 2. Accuracy

We endeavour to ensure that all the information and prices provided to the school is accurate, however occasionally changes and errors occur and we reserve the right to correct

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prices and other details in such circumstances. You must check the current price and all other details relating to the school trip that you wish to book before you make your booking.

### 3. Insurance

Adequate travel insurance is a condition of your contract with us. The school must be satisfied that its insurance fully covers all students, teachers who will attend the trip and other persons named on the booking, their personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If the school chooses to book and allow the trip to go ahead without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. If students wish to purchase further insurance beyond what the school is obligated to provide, it is the school's responsibility to advise on this.

### 4. Pricing

**We reserve the right to amend the price of unbooked school trips at any time and correct errors in the prices of confirmed school trips. We also reserve the right to increase the price of confirmed school trips solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the school trip imposed by third parties not directly involved in the performance of the school trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed school trip (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another school trip if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your school trip go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £30. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed school trip within 20 days of your departure nor will refunds be paid during this period.

### 5. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

### 6. Cutting your school trip short

If any student, teacher or other person attending the trip is forced to return home early, we cannot refund the cost of any travel arrangements they have not used. If they cut short the school trip and return home early in circumstances where they have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of the school trip which is not completed, or be liable for any associated costs you or they may incur. Depending on the circumstances, any travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### 7. If You Change Your Booking & Transfers of Bookings

If the school wishes to change any part of the booking after our confirmed booking summary has been issued, the school must inform us in writing as soon as possible. This should be done by the school. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £40 per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change including airline fees. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 8.

#### Transfer of Booking:

If any student and/or teacher who is attending the trip or any other person named in the booking is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by the school and satisfies all the conditions applicable to the school trip;
- b. we are notified not less than 7 days before departure;
- c. the school pays any outstanding balance payment, an amendment fee of £40 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Booking Conditions and all other conditions of the contract between us.

The school remains liable for payment of all sums. If the school is unable to find a replacement, cancellation charges as set out in condition 8 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for students or teachers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the school trip.**

#### 8. If You Cancel Your Booking Before Departure

If the school decides to cancel its confirmed booking it must notify us in writing. Your notice of cancellation will only take effect when it is received by email at to [info@beventuresome.co.uk](mailto:info@beventuresome.co.uk).

Should one or more member of a party cancel, it may increase the per person school trip price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your school trip, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 150 days	Loss of all deposits
More than 100 days	40% of school trip cost
More than 80 days	80% of school trip cost
Less than 70 days	100% of school trip (Deposit & Balance)

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the cost of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

#### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed school trip before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your school trip destination or its immediate vicinity and significantly affecting the performance of the school trip or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity and this advice is current at the time of departure. For the purposes of this condition, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This condition 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### 9. If We Change or Cancel

As we plan your school trip many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

**Changes:** If we make a minor change to your school trip, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Occasionally we may have to make a significant change to your confirmed school trip. Examples of "significant changes" include the following, when made before departure:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your school trip by more than 12 hours.

- (d) A change of UK departure airport **except** between Gatwick, Heathrow, Luton, Stansted, London City and Southend.
- (e) A significant change to your itinerary, missing out one or more destination entirely.

The following are not “significant changes” but are minor changes:

- (a) A change of arrival airport, from Geneva Aeroport to Lyon-Saint Exupery Airport.
- (b) Change of train route, such as going via Paris or Lille or arriving at Cluses, Thonon, Geneva or Lyon.
- (c) We reserve our right to amend any of the activities where it may be necessary or advisable to do so, such as where due, but not limited to, weather conditions, availability etc.
- (d) A change of accommodation between Center de Vacances, chalets or hotels

**Cancellation:** We will not cancel your school trip less than 30 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your school trip before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative school trip (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative school trip.

**Insurance** If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

**Compensation**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a significant change, you do not accept the changed school trip and cancel your booking;

- (b) If we cancel your booking and no alternative school trips are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us*
70 to 35 days before departure	£5
35-15 days before departure	£7
14 days or less before departure	£10

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your school trip more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your school trip as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your school trip due to Force Majeure (see condition 10).

If we become unable to provide a significant proportion of the school trip that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

**10. Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Force Majeure”. For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, including without limitation the ongoing effects of Covid-19, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with

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transport and all similar events outside our or the supplier(s) concerned's control.

#### 11. Special Requests

Any special requests must be advised to the school and then to us by the school, at the time of booking e.g. diet, room location, a particular facility at a hotel etc. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

#### 12. Medical Conditions, Disability and Fitness

We are not a specialist disabled school trip company, but we will do our utmost to cater for any special requirements the school and/ or any student, teacher who will attend the trip and any other person named in the booking may have. If the school or any such person has any medical problem, significant learning difficulties or disability which may affect your booking, please inform the school and the school to inform us, with full details before you make your booking so that we can try to advise you as to the suitability of your chosen school trip. We may require you to produce a doctor's certificate certifying that you are fit to participate. We may require proof of swimming ability as well. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### 13. Complaints

We make every effort to ensure that your school trip arrangements run smoothly but if you do have a problem during your school trip, please inform your BeVenturesome contact immediately who will endeavour to put things right.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

#### 14. The Behaviour Of All Students, Teachers and Other Persons Who Attend The Trip

All our students, teachers and other persons who attend the school trip are expected to conduct themselves in an orderly

and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your school trip or with us.

#### 15. Our Responsibilities

- (1) We will accept responsibility for the school trip we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018 as amended, as set out below and as such, we are responsible for the proper provision of all travel services included in your school trip, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your school trip you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this school trip.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your school trip. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

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- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Force Majeure (as defined in condition 10).
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) **Claims in respect of international travel by air, coach and rail, or any stay in a hotel:**
- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- ii) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- (b) relate to any business;
- (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our marketing materials, quotes, website etc. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your school trip, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your school trip. For the purposes of this condition, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.
- 16. Excursions**
- Excursions or other tours that you may choose to book or pay for whilst you are on the school trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible

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for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### 17. **Insolvency Protection**

We provide financial security for flight-inclusive school trips and ATOL protected flights by way of our Air Travel Organiser's Licence number 11494, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive school trips includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all school trip or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

BeVenturesome Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with BeVenturesome Ltd are fully protected for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and paid into an independent Trust Account, managed by Protected Trust

Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

For further information, or if you have any questions about the PTS system, please see PTS's customer protection page, available at [www.protectedtrustservices.com/services/consumer-protection/](http://www.protectedtrustservices.com/services/consumer-protection/) or contact us directly.

#### 18. **Entry, Passport, Visa and Immigration Requirements & Health Formalities**

It is the school's responsibility to check and inform students what the entry, passport, visa, health and immigration requirements applicable to your itinerary. It is the student's, teachers who will attend the trip and any other person named on the booking responsibility to fulfill these requirements. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

**Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.** For European school trips you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

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## 19. Conditions of Suppliers

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## 20. Prompt Assistance

If, whilst you are on your trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## 21. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Where your flight includes a flight, under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your school trip price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in condition 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

Where your booking includes a flight, the carrier(s), flight timings and types of aircraft provided and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK. .

## 22. Advance Passenger Information

Where your booking includes a flight, a number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## 23. Foreign, Commonwealth and Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Force Majeure. (See condition 10).

## 24. Data Protection

In this clause 24:

Data Protection Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation. This does not relieve, remove or replace, either of our respective obligations under the Data Protection Legislation.

(1) Both you and we will comply with all applicable requirements of the Data Protection Legislation. This clause 24 is in addition to, and does not relieve, remove or replace, either of our respective obligations under the Data Protection



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Legislation. In this clause 24, Applicable Laws means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

(2) Both you and we acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Clause 24 (7) sets out the scope, nature and purpose of our processing, the duration of processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

(3) Without prejudice to the generality of clause 24(1), You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.

(4) Without prejudice to the generality of clause 24(1), We shall, in relation to any Personal Data processed in connection with our performance of our obligations under this agreement:

a) process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing

and evaluating the effectiveness of the technical and organisational measures adopted by us);

c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:

i. you or we have provided appropriate safeguards in relation to the transfer;

ii. the data subject has enforceable rights and effective legal remedies;

iii. we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

iv. we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

f) notify you without undue delay on becoming aware of a Personal Data breach;

g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and

h) maintain complete and accurate records and information to demonstrate our compliance with this clause 24.

(5) You consent to our appointing (where necessary) a third-party processor of Personal Data under this agreement. We confirm that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of 15 business. As between you and us, we shall remain fully liable for all acts or omissions of any third party processor appointed by us pursuant to this clause 24.

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(6) We may, at any time on not less than 30 days' notice, revise this clause 24 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

(7) In providing our services we will:

a) process the Personal Data of the persons whose details are entered into the booking;

b) process that Personal Data in the following ways:

i. storing data;

ii. transmitting data to our sub-contractors as provided in this clause 24; and

iii. consulting the data.

c) for the following purposes:

i. to make arrangements for the group's food, accommodation, equipment and travel; and

ii. to plan for any health, disability related or dietary requirement needs of any group members

d) We will carry out these activities for the duration of our contract with you. Unless we are required by the Data Protection Legislation to store the Personal Data, when the contract ends we will delete or return the Personal Data to you in accordance with your instructions.

e) We will process the following Personal Data:

i. names;

ii. addresses;

iii. phone numbers;

iv. email addresses;

v. dates of birth;

vi. emergency contacts;

vii. information relating to health conditions and disability;

viii. information relating to dietary requirements.

ix. Information relating to religion

x. passport information

xi. Size, weight & head size

f) We will process the Personal Data of the persons who are participating in the booking, including:

i. teachers;

ii. students; and

iii. any other persons travelling

in relation to this booking